

Contract of Shizuoka Tourism Representation in the U.S.A

BETWEEN
Shizuoka Prefectural Tourism Association
AND
Myriad International Marketing

Shizuoka Prefectural Tourism Association
2F Mizunomori Bldg., 14-1 Minami-cho,
Suruga-ku, Shizuoka City, Shizuoka,
422-8067 Japan
TEL: +81(54)204-0066

Myriad International Marketing
5800 Bristol Pkwy
Suite 660
Culver City, CA 90230
TEL: +1 (424) 309-0807

THIS CONTRACT OF SHIZUOKA TOURISM REPRESENTATION IN THE UNITED STATES OF AMERICA, hereinafter referred to as "The Contract", is made and entered into by and between Shizuoka Prefectural Tourism Association, hereinafter referred to as "The Association" and Myriad International Marketing, hereinafter referred to as "Myriad," for the purpose described as below.

Terms and Conditions

- 1 Myriad hereby commits preferential support to encourage, among specified tourists in United States, Shizuoka Prefecture as a destination in Japan with the proviso as below;
 - (a) Public Relations and handle any ad hoc trade inquiries
 - (b) To deliver newsletters to tour operators or media (once a month)
 - ※ 4 day dedicated works for (a)~(b) shall be applied per month.
 - (c) Participation in specified travel fairs
 - ※ Actual fees and expenses such as participation fees or transportation fees will be covered afterwards by the Association.
- 2 Myriad is to submit the written monthly business report by the predesigned form attached by the 10th of the following month. The language used is to be English.
- 3 Myriad is to consider other relevant works, which may subject to additional fees, when agreed between the parties.

Term of the Contract

- 1 The Contract hereunder shall commence upon signature by the representatives of Shizuoka Prefectural Tourism Association and Myriad and will remain in effect until March 31, 2020, however may be cancelled by rendering 30 day advance notice of information by any one of the parties with mutual consent.

Payment

- 1 The amount of The Contract is to be agreed as below with the consent of both parties and any additional charge shall not be granted unless otherwise approved in advance by The Association.

- 1) The Association shall pay a total amount of 18,900 US\$ to Myriad for The Contract.
- 2) The payment will be planned as below when regular reports are deemed eligible.

Advance Payment	4,050 US\$ billed in October, 2019
For September 12 – November	8,100 US\$ billed in December, 2019
For December – March	6,750 US\$ billed in April, 2020
- 3) The Association is to finish payment within 30 days after receiving the invoice.
The remittance charge is to be incurred by The Association.

Other Conditions

- 1) When The Contract needs changed, The Association or Myriad is to submit it in written form.
- 2) Myriad shall indemnify The Association against any liability for serious damage or loss caused by Myriad to third parties, except where the loss or damage is caused:
 - (a) by inaccurate information supplied by The Association to Myriad or from use by Myriad of information or material supplied by the Association
 - (b) by use of material that has been signed off or approved by The Association
 - (c) by any activity where Myriad was acting on instructions from The Association
 - (d) directly or indirectly from The Association's failure or delay to perform any of its obligations or by any act or omission of The Association
- 3) The Association has the right to discharge The Contract when reasons as below arises.
 - (a) When found a breach of The Contract.
 - (b) When The Contract becomes meaningless or purposeless according to the unanticipated disasters or drastic changes of each party.
- 4) During the duration of the Agreement, the Company shall be an independent contractor and nothing in this Agreement shall mean that Myriad acts as the Association's agent nor creates a partnership or joint venture of any kind between the parties.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by the respective representatives for The Contract to be executed as of the day and year written.

Signed on behalf of
Shizuoka Prefectural Tourism Association

静岡市駿河区南町14-1水の森ビル
公益社団法人 静岡県観光協会

会長 川 勝 平 太

Sept 11, 2019

Signed on behalf of
Myriad International Marketing



AN MMGYGLOBAL COMPANY
MYRIAD INTERNATIONAL MARKETING, INC.
10 JEFFERSON WAY, SUITE 200, NEWTON, MASSACHUSETTS 02459
TEL: 617.552.1000 FAX: 617.552.1001

A handwritten signature in black ink, appearing to be "C. M. L.", written over a horizontal line.

Sept 11, 2019

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AND
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THIS CONTRACT OF SHIZUOKA TOURISM REPRESENTATION IN THE USA, hereinafter referred to as "The Contract", is made and entered into by and between Shizuoka Prefectural Tourism Association, hereinafter referred to as "The Association" and Myriad International Marketing LLC, hereinafter referred to as "Myriad," for the purpose described as below.

Terms and Conditions

- 1 Myriad hereby commits preferential support to encourage, among specified tourists in the USA, Shizuoka Prefecture as a destination in Japan with the proviso as below;
 - 1) Myriad is to assure at least 5 dedicated working days per month to accomplish tourism promotional services such as;
 - (a) Regular promotion business to tour operators, travel agencies and media in the USA
 - (b) Participation in specified travel fairs in the USA
 - * Actual fees and expenses such as participation and transportation will be paid afterwards by the Association.
 - (c) Building a network with tour operators, travel agencies and media in the USA
 - (d) Regular research for marketing and the tendency analysis on tourism trends.
 - (e) To send out newsletters to the network members (Once a month) and to respond to enquiries regarding to Shizuoka tourism.
 - * 5 day dedicated works for (a)~(e) shall be applied per month.
 - (f) To help arrangement when the Association visits the USA for promotion business or the Association invites agencies for fam trip.
 - 2 Myriad is to submit the written monthly business report by the predesigned form attached by the 10th of the following month. The language used is to be English.
 - 3 Myriad is to consider other relevant works, which may subject to additional fees, when agreed between the parties.

Term of the Contract

- 1 The Contract hereunder shall commence upon signature by the representatives of Shizuoka Prefectural Tourism Association and Myriad and will remain in effect until March 31, 2021,

however may be cancelled by rendering 30 day advance notice of information by any one of the parties with mutual consent.

Payment

- 1 The amount of The Contract is to be agreed as below with the consent of both parties and any additional charge shall not be granted unless otherwise approved in advance by The Association.
- 1) The Association shall pay a total amount of 44,400 US\$ to Myriad for The Contract.
- 2) The payment will be planned as below when regular reports are deemed eligible.

Advance Payment (for April and May)	7,400 US\$ billed in April
For June and July	7,400 US\$ billed in August
For August and September	7,400 US\$ billed in October
For October and November	7,400 US\$ billed in December
For December and January	7,400 US\$ billed in February, 2021
For February and March	7,400 US\$ billed in April, 2021
- 3) The Association is to finish payment within 30 days after receiving the invoice.
The remittance charge is to be incurred by The Association.

Other Conditions

- 1) When The Contract needs changed, The Association or Myriad is to submit it in written form.
- 2) Myriad shall indemnify The Association against any liability for serious damage or loss caused by Myriad to third parties, except where the loss or damage is caused:
 - (a) by inaccurate information supplied by The Association to Myriad or from use by Myriad of information or material supplied by the Association
 - (b) by use of material that has been signed off or approved by The Association
 - (c) by any activity where Myriad was acting on instructions from The Association
 - (d) directly or indirectly from The Association's failure or delay to perform any of its obligations or by any act or omission of The Association
- 3) The Association has the right to discharge The Contract when reasons as below arises.
 - (a) When found a breach of The Contract.
 - (b) When The Contract becomes meaningless or purposeless according to the unanticipated disasters or drastic changes of each party.
- 4) During the duration of the Agreement, the Company shall be an independent contractor and nothing in this Agreement shall mean that Myriad acts as the Association's agent nor creates a partnership or joint venture of any kind between the parties.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by the respective representatives for The Contract to be executed as of the day and year written.

Signed on behalf of
Shizuoka Prefectural Tourism Association

公益社団法人 静岡県観光協会
会長 川勝平太

April 10, 2020

Signed on behalf of
Myriad International Marketing, LLC



AN MMGYGLOBAL COMPANY
MYRIAD INTERNATIONAL MARKETING, LLC
TOURISM MARKETING & REPRESENTATION
3001 W CENTURY BOULEVARD, SUITE 900
LOS ANGELES, CA 90045

April 10, 2020